



CENTRAL INTELLIGENCE AGENCY

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Washington, D. C. 20505

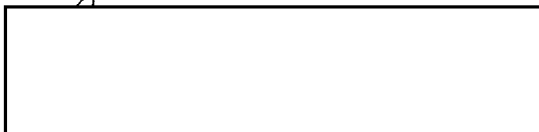
Telephone: [REDACTED]

27 April 1978

TO: Mr. Don Sanders
Morgan-Schmitt Select Committee on
Ethics Subcommittee
1417 Dirksen Senate Office Building

Don:

We believe the agreement should run directly between the Subcommittee and its staff. If the attached formulation is satisfactory, we will be happy to send you as many copies as you need.



Acting Chief/
Coordination and Review Staff

Enclosure

FORM 6-68 1533 OBSOLETE PREVIOUS EDITIONS

(40)

OLC #78-1700

SEC

NONDISCLOSURE AGREEMENT BETWEEN THE MORGAN-SCHMITT
SENATE SELECT COMMITTEE ON ETHICS SUBCOMMITTEE
AND ITS STAFF PERSONS

1. I, _____, have been designated by the Morgan-Schmitt Senate Select Committee on Ethics Subcommittee (Subcommittee) to participate in investigations to be conducted by the Subcommittee. I hereby agree to be bound by the rules of the Senate and all applicable rules of the Select Committee on Ethics and the Subcommittee.

2. I understand that, in the course of this assignment, I may be granted access to material which is classified pursuant to statute or Executive Order, or which constitutes information concerning intelligence sources or methods as designated by the Director of Central Intelligence (DCI), and which must be protected from unauthorized disclosure.

3. In consideration for being granted such access, I hereby agree that I will never divulge, publish, or reveal in any form or in any manner, either during my tenure with the Subcommittee staff or any time thereafter, any material received or generated by the Subcommittee to which I have access during my tenure with the Subcommittee staff or which may otherwise come to my attention, which has been classified pursuant to statute or Executive Order or which constitutes information concerning intelligence sources or methods as designated by the Director of Central Intelligence and which must be protected from unauthorized disclosure, to any person other than a Member of the Subcommittee or a Subcommittee staff person authorized to receive it, for any purpose or in connection with any proceeding, judicial or otherwise, except as may become authorized pursuant to Section 7 of this Agreement. I similarly agree never to disclose any testimony given before the Subcommittee in executive session (including the name of any witness who appeared or was called to appear before the Subcommittee in executive session). Nothing in this section prohibits my referencing, so long as accompanied by citation, material covered by this section which appears in open sources, provided the reference does not explicitly confirm the validity of the information cited.

4. I hereby agree that any material related to or in any way derived from my work with the Subcommittee which is contemplated for publication or actually prepared for publication by me either during my tenure with the Subcommittee staff or any time thereafter, will, prior to discussing it with or showing it to any publishers, editors, or literary agents, be submitted to the Chairman and Vice Chairman of the Subcommittee who shall consult with the DCI or the DCI's designated representative for the purpose of determining whether said material

actually contains any information which I pledge hereby not to disclose. If information is contained therein which is protected from disclosure by the terms of this Agreement, the Chairman, the Vice-Chairman, and the DCI will resolve the issue of disclosure and I will abide by that decision. I further agree that I will not take steps toward publication until I have received written permission from the Chairman of the Subcommittee, or, in the event of the termination of the Subcommittee, the Senate Select Committee on Ethics or the authorization as may then be required by the Senate.

5. I hereby agree to familiarize myself with the Subcommittee's security procedures and to provide at all times the required degree of protection for classified material which comes into my possession by virtue of my position with the Subcommittee.

6. I hereby agree to report without delay to the Chairman of the Subcommittee, or in the event of the termination of the Subcommittee, the Senate Select Committee on Ethics or the Senate, any incident where an attempt is made to solicit from me information which I have pledged herein not to disclose, by any person not authorized to receive such information.

7. I hereby agree to immediately notify the Subcommittee, or in the event of the Subcommittee's termination, the Senate Select Committee on Ethics or the Senate, in the event that I am called upon by the properly constituted authorities to testify or provide information covered by this Agreement which I have pledged herein not to disclose. I will request that my obligation to testify is established before I do so.

8. I hereby agree to surrender to the Subcommittee, or to the DCI with the approval of the Chairman and the Vice Chairman, all material which I am pledged not to divulge, pursuant to Section 3 of this Agreement, either upon demand by the Chairman, or upon completion of the Subcommittee's investigation of a particular incident, or upon my separation from the Subcommittee's staff. I understand that such material is and will continue to be the property of the United States Government, and that my failure to return it as set out herein may subject me to the penalties set out in Section 793 of Title 18, United States Code.

9. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations, and emoluments that have resulted or will result or may result from any divulgence, publication or revelation of information by me which is prohibited from disclosures under the terms of this Agreement.

10. I understand that the United States Government may, prior to any, unauthorized disclosure by me, choose to apply to any appropriate court for an order prohibiting such disclosure. Nothing in this agreement constitutes a waiver on the part of the United States for criminal prosecution for any breach of this Agreement on my part. Nothing in this Agreement constitutes a waiver on my

part of any possible defenses I may have in connection with either civil or criminal proceedings which may be brought against me. Nothing in this Agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under the Constitution or laws of the United States.

11. I have read the provisions of the Espionage Laws, Section 793, 794, and 798, Title 18 of the United States Code, and Section 783(b) of Title 50 of the United States Code and I am aware that unauthorized disclosure of certain types of information may subject me to prosecution for violation of these laws. I have read Section 1001 of Title 18, United States Code and I am aware that the making of a false statement herein, is punishable as a felony. I have also read Executive Order 11652, as amended, and the implementing National Security Council Directive of 17 May 1972, as amended, relating to the protection of classified information.

12. Unless released in writing from this Agreement, or any portion thereof, by the Chairman and the Vice-Chairman with the DCI's concurrence, I recognize that all the conditions and obligations imposed on me by this Agreement apply both during my association with the Subcommittee and at all times thereafter.

13. In the event of the termination of the Subcommittee the Senate Select Committee on Ethics shall be substituted for the Subcommittee in this Agreement. In the event of the termination of both the Subcommittee and the Ethics Committee the full Senate or any successor Committee designated by the Senate shall be substituted for the Subcommittee in this Agreement.

14. Each section of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

15. I make this Agreement without any mental reservations or purpose of evasion, and I agree that it may be used by the Subcommittee in carrying out its duty to protect the security of information provided to it.

Signature

Date

WITNESS:

Signature

Date

FOR THE SUBCOMMITTEE:

Chairman

Date

Vice Chairman

Date